

Contract no. 1570
AGREEMENT

Between

TOWNSHIP OF EWING

and

EWING TOWNSHIP PBA LOCAL NO. 111

Effective January 1, 1991 through June 30, 1993

LAW OFFICES:

LOCCKE & CORREIA P.A.
24 Salem Street
Hackensack, New Jersey 07601
(201) 488-0880

I N D E X

<u>Article</u>	<u>Title</u>	<u>Page</u>
	Preamble	1
I	Recognition and Scope of Agreement	2
II	Collective Bargaining Procedures	5
III	Conducting Association Business on Employer's Time	6
IV	Equal Treatment	8
V	Sick Leave	9
VI	Association Dues and Deductions Check Off	13
VII	Hours of Employment	16
VIII	Rules and Regulations	20
IX	Wages	22
X	Holidays	23
XI	Funeral Leave	25
XII	Vacation	27
XIII	Longevity Pay - Uniform Allowance	28
XIV	Hospital and Medical Insurance	30
XV	Grievance Procedure	33
XVI	Term	37
XVII	Indemnification	38
XVIII	Retirement Benefits	39
XIX	Representation of Members	44
XX	In-Services Training	46
XXI	Death Benefits	47
XXII	Benefits for Dispatcher James Jobst ...	48

XXIII	Civil Service Rights	49
XXIV	Personal Days	50
XXV	Safety Committee	51
XXVI	Meal Allowance	52
XXVII	Printing of Agreement	53
XXVIII	Lay-Offs	54
XXIX	Retroactivity	57
XXX	Personnel Files	58
XXXI	Military Leave	59
XXXII	Maternity Leave	60
XXXIII	Departmental Investigations	62
XXXIV	Separability and Savings	64
XXXV	Signatures	65
	Appendix A - Hours of "Work" Formula ..	66
	Appendix B - Wages	67

PREAMBLE

THIS AGREEMENT, made this _____ day of _____, 1991, by and between: TOWNSHIP OF EWING, a municipality in the County of Mercer, State of New Jersey, hereinafter referred to as the "Employer," and NEW JERSEY STATE POLICEMEN'S BENEVOLENT, ASSOCIATION, INC., LOCAL NO. 111, EWING TOWNSHIP, TRENTON, NEW JERSEY, hereinafter referred to as the "Association".

WHEREAS, the parties hereto have carried on collective bargaining negotiations for the purpose of developing and concluding a general agreement covering wages, hours of work and other conditions of employment of the patrolmen of the said Police Department of the Township of Ewing, and

WHEREAS, there has been an interest arbitration opinion and award bearing Docket No. IA-91-174 and dated September 30, 1991, which effectively disposes of the issues raised by the collective bargaining negotiations.

NOW THEREFORE, in consideration of these promises and mutual agreements herein contained, the parties hereto agree with each other with respect to the Employees of the Employer, as hereinafter defined, recognized as being represented by the Association as follows:

ARTICLE I

RECOGNITION AND SCOPE OF AGREEMENT

Section 1.01

The Employer recognizes the Association as the sole and/or exclusive bargaining agent for the purposes of establishing salaries, wages, hours and other conditions of employment for all of its Employees in the classification of Ewing Township Patrolmen.

Section 1.02

The bargaining unit shall consist of all Patrolmen of the Police Department of the Township of Ewing, Mercer County, New Jersey, including but not limited to all Patrolmen Detectives and Dispatcher James Jobst. Agreement pertaining to wages, hours of work and other conditions of employment of Dispatcher of James Jobst will not be the same as the Patrolmen and Patrolmen Detectives and will be particularly set forth in a section pertaining to the benefits of Dispatcher James Jobst solely later in this Agreement. Should there be a change in Civil Service status of the Patrolmen Detectives, said Patrolmen Detectives, will remain within the bargaining unit herein defined.

Section 1.03

This Agreement shall govern all wages, hours and other conditions of employment as hereinafter set forth except that it is

recognized that the management of the Township, the control of its properties and maintenance of order and efficiency is solely a responsibility of the Township. Accordingly, the Township retains the rights, including but not limited to selecting and directing the work forces, including the right to hire, to suspend or discharge for just cause, assign, promote or transfer within the Department, to determine the amount of overtime to be worked, to relieve Employees from duty because of lack of work, consistent with N.J.S.A. 40A:14-19 et seq., transfer and decide the number and locations of its facilities, stations, etc., determine the work to be performed within the unit, maintenance and repair of equipment, amount of supervision necessary, machinery, methods, schedules of work together with selection, procurement, designing, engineering, and the control of equipment and materials, purchase services of others, contract or otherwise except as may be otherwise specifically limited by this Agreement.

Section 1.04

It is agreed that during the term of the Agreement, neither the Association, its officers or members, shall instigate, call, sanction, condone, or participate in any strike, slow down, stoppage of work, boycott, illegal or unlawful picketing, or willful interference with the established procedures and policies, against or within the Township of Ewing and that there shall be no lock out of Employees by the Employer.

In the event that any of the Employees violate the provisions

of the above paragraph, the Association shall take the necessary steps to have the Employees who participated in such action return to their jobs, forward copy of such order to the Employer and use every means at its disposal to influence Employees to return to work.

Section 1.05

This Agreement shall be binding upon the parties hereto and their successors.

ARTICLE II

COLLECTIVE BARGAINING PROCEDURES

Section 2.01

Collective bargaining with respect to rates of pay, hours of work and other conditions of employment shall be conducted by the duly authorized bargaining agent for each of the parties.

Section 2.02

Collective bargaining meetings shall be held at times and places mutually convenient at the request of either party.

Section 2.03

The President of PBA Local No. 111 and not more than two (2) additional members of the Association shall participate in collective bargaining meetings called for the purpose of negotiations of collective bargaining agreement provided, however, that not more than one (1) person of the above shall be on duty during the course of said negotiations and be excused from work assignment without loss of pay for said collective bargaining meetings.

ARTICLE III

CONDUCTING ASSOCIATION BUSINESS ON EMPLOYER'S TIME

Section 3.01

The Association President or his designee and the aggrieved party shall be granted a reasonable amount of time during their regular working hours, without loss of pay, to present, discuss and adjust grievances with the Township. They shall not leave their work without first obtaining permission of their immediate supervisor, which permission shall not be unreasonably withheld.

Section 3.02

The President of the Association, the Vice President and the State Delegate or their designees shall be permitted, without loss of pay, to attend the annual PBA State and National Convention. In addition, the State Delegate shall be permitted to make necessary schedule changes with any other Association member, with the consent of said other member, and with notice of same being given to the Chief of Police to enable the Delegate or his designee to attend the regularly scheduled monthly meetings of the State PBA.

Section 3.03

Whenever a Police Officer of an organized Police Department in the State of New Jersey is killed in the line of

duty, one (1) member of PBA Local No. 111, as designated by the PBA President, shall be given one (1) day off with pay to attend the funeral, and the Township of Ewing will provide a Ewing Township Police car for the member with the approval of the Chief of Police or his designee. Said approval shall not be unreasonably withheld.

Section 3.04

The PBA Local 111 shall receive thirty (30) 'PBA Business Days' per calendar year. These days shall be used for PBA business within the discretion of the president subject to prior departmental notification. This proposal specifically excludes current benefits such as conventions and delegate time.

ARTICLE IV
EQUAL TREATMENT

Section 4.01

The Employer agrees that there shall be no discrimination or favoritism for reasons of sex, age, nationality, race, religion, political affiliation, Association membership or Association activities.

The Township and the Association agree not to interfere with the right of Employees to become or not to become members of the Association and further that there shall be no discrimination or coercion against any Employee because of Association membership or non-membership.

ARTICLE V

SICK LEAVE

Section 5.01

1. Members of the Police Department shall be entitled to receive full payment for a period of two hundred and fifty-one (251) working days for absence from work due to sickness as hereinafter defined. Sick leave is defined to mean absence from duty of a member because of personal illness, accident or disability not service connected by reason of which such member is unable to perform the usual duties of his position providing that such sickness or disability was not the result of gross neglect or misconduct on the part of such member, and further provided that the Township physician certified that such sickness, accident or disability prevents the member from carrying on the normal duties of a Police Officer.

2. In addition to the sick leave set forth above, each member of the Association shall be entitled to twelve (12) sick days per calendar year, which sick days may be accumulated. In the event that any member of the Association is absent for more than the aforementioned accumulated sick days, each day in excess of the aforementioned accumulated sick days shall be deducted from the two hundred and fifty-one (251) day period. At any time that a member of the Association has less than two hundred and fifty-one (251) days, he may accumulate sick leave up to the two hundred and

fifty-one (251) day period by adding the days less than twelve (12) not used in any one year to his accumulated total days, not to exceed two hundred and fifty-one (251) days.

3. All Patrolmen hired by the Township of Ewing after January 1, 1969 shall be entitled to twelve (12) days sick leave for the one year probationary period, and upon completion of said probationary period, said Patrolmen shall be entitled to all of the sick leave as defined in Paragraphs 1 and 2 above.

4. In order to maintain sick leave records on an annual basis, each member, upon completion of his probationary period, shall be entitled to a prorated portion of the twelve (12) days sick leave set forth above for the balance of the calendar year.

5. Each member of the Association shall be permitted to use up to a total of nine (9) of the twelve (12) sick days per calendar year for sick leave emergencies in the immediate family (in the case of wife, son, daughter, mother and father).

The emergency sick leave as stated above will be provided to each Association member at the discretion of the Chief of Police or his designee. The interpretation of emergency will be determined by the Chief of Police or his designee.

Section 5.02 - DISABILITY LEAVE

A member who is disabled by injury incurred in performance of his duties or by illness as a direct result of or arising out of his employment shall be granted a leave of absence with full pay for a period not to exceed one year. After the said one year, the

Employee shall have to use his sick or vacation time for additional time he is out; the Employer to receive credit for any worker's compensation temporary disability payments received by the Employee.

Disability leave is defined to mean absence from work of an Employee because of injury incurred in the performance of his duties or by illness as a direct result of or arising out of his employment by reason of which such Employee is unable to perform the usual duties of his position, provided such disability was not the result of gross neglect or misconduct on the part of such Employee; and further provided that the Township physician certified that the disability prevents the Employee from carrying on the normal duties of a Police Officer.

In the event of a dispute as to the Officer's ability to return to work and if the Township physician deems it necessary, the Township physician may refer an Officer to an appropriate medical specialist.

In the event an injured Employee receives temporary disability under worker's compensation during the course of the aforementioned one year, he is to endorse said draft payable to the Township of Ewing solely and is to tender said draft to the Clerk of the Township of Ewing. Said tender of draft to the Township of Ewing will be in way of reimbursement to the aforementioned Township toward payment of the injured Employee's full salary during the course of the one year, and in the event that an injured Employee does not endorse and turn over the aforementioned draft to the

Township Clerk, he shall not receive his full pay but only the difference between the compensation pay and his full pay during that one year period of time.

Section 5.03

In the event any Employse is required to enter an area, home, or any location in which a contagious or communicable disease is reported and is certified to be such by the Township physician, the Township shall provide for any and all medical attention and treatment, as is deemed necessary by the Township physician, including but not limited to vaccination or inoculation for said member and his family.

In the event such disease is determined to have existed without advance knowledge, then the Officer involved and his family and all other Officers and their families who have been in contact with the initial Officer, shall receive such medical attention or treatment as is deemed necessary by the Township physician. In the event of a dispute or disagreement which may arise under this section, the Township physician may refer an Officer to an appropriate medical specialist.

ARTICLE VI

ASSOCIATION DUES AND DEDUCTIONS CHECK OFF

Section 6.01

Upon receipt of a lawfully executed written authorization from an Employee, the Township of Ewing agrees to deduct the regular monthly Association dues of such Employee from his paycheck, and remit such deductions by the tenth (10th) day of the succeeding month to the official designated by the Association in writing to receive such deductions. The Association will notify the Township, in writing, of the exact amount of such regular membership dues to be deducted.

Any Employee may, in writing, terminate his or her respective dues deduction authorization as of July 1 or January 1 of each contract year.

Section 6.02

The Employer agrees to deduct, in accordance with P.L. 1979, Chapter 477, as it relates to Agency Shop provisions, from the pay of each Employee covered by this Agreement who does not furnish written authorization for deductions of Association dues, a representation fee equal to eighty-five (85%) percent of Association dues, as may be certified to the Employer by the Association at least thirty (30) days prior to the month in which deductions of dues is to be made, commencing on the first (1st) pay

after completion of thirty (30) calendar days following the beginning of their employment in a bargaining unit position. Representation fees shall be withheld on the first (1st) pay after completion of ten (10) days following re-entry into a bargaining unit position Employees who previously served in bargaining unit positions.

If, during the course of the year, the non-member becomes an Association member, the Employer shall cease deducting the representation fee and commence deducting the Association dues beginning with the first (1st) pay check representing the pay period ten (10) calendar days after written notification of the change in status. Conversely, if during the course of the year an Association member directs the Employer to cease Association dues deductions in a manner appropriate under the terms of this Agreement, the Employer shall commence deductions of the representation fee with the first (1st) pay check representing the pay period ten (10) calendar days after written notification of the change in status. After deduction, representation fees shall be transmitted to the Association in the same manner, and in the same time as the Association dues.

This provision is to become effective upon execution of this Agreement by both parties and upon the Association submitting a list of non-Association members in the bargaining unit to the Employer.

Section 6.03

New Jersey State Policemen's Benevolent Association, Inc., Local No. 111, shall indemnify, defend and save harmless the Township of Ewing against any and all claims, demands, suits or other forms of liability that shall arise out of any check-off deductions provided for in this Article VI.

Further, in consideration for the Township of Ewing's action in implementing Agency Shop (P.L. 1979, C. 407, amending N.J.S.A. 34:13A-5 et seq.) New Jersey State Policemen's Benevolent Association, Inc., Local No. 111 does agree to reimburse the Township of Ewing for court costs, fees and judgments incident to suits or other forms of liability that may be incurred by the Township of Ewing that shall arise out of any of said check-off deductions.

ARTICLE VII
HOURS OF EMPLOYMENT

Section 7.01

The normal hours of employment shall not exceed eight (8) consecutive hours in any one day and the normal hours of the year of employment are set forth in the hours of work formula as set forth in the Appendix A annexed hereto.

Section 7.02

In an emergency, each and every Employee shall be subject to call for overtime duty, and it is each Employee's responsibility to cooperate and accept such overtime work, when required. Emergency is hereby defined as a special need as opposed to that referred to in 3.16 of the Revised Ordinance of the Township of Ewing. The determination as to what conditions constitute an emergency will be at the sole discretion of the Mayor, the Police Chief or their designated representatives and will not be subject to the grievance procedure.

Section 7.03 - OVERTIME

Overtime shall be paid as follows:

1. In an emergency call-back situation, an Employee who is required and returns to work during a period other than his regular shift, shall be guaranteed two (2) hours pay. The Employee will be

paid time and one-half ($1\frac{1}{2}$) his regular rate of pay for actual time worked, and will be given the opportunity to go home when the assignment he was called in for is completed. In the event the Employee desires to leave work when the assignment is completed, he will then be paid straight time for the completion of the work assignment for the remaining time up to two (2) hours. If the Employee decides to stay, the supervisor may provide work for the remaining time up to two (2) hours.

When the two (2) hours call-back time pay overlaps with the regular shift, upon commencement of the regular shift, the Employee from that time on will not receive time and one-half ($1\frac{1}{2}$) but his or her straight time pay.

2. Anytime an employee works overtime then said employee shall have the sole right to elect overtime compensation as paid overtime or as compensatory time off (at the time and one-half rate). If compensatory time off is elected then said compensatory time shall accumulate in a CTO bank. All CTO bank time use shall be available at the employee's sole discretion subject only to prior departmental approval. At no time shall any individual employee's Compensatory Time Off (CTO) Bank exceed one hundred (100) total hours.

3. All overtime must be approved by the Chief of Police or his designated representative or the member's immediate supervisor before it is worked.

4. The first twenty (20) minutes of overtime during any regularly scheduled shift shall be non-payable. The time for

overtime, however, in excess of twenty (20) minutes shall revert to the beginning time of the original overtime.

5. Straight time, as opposed to overtime, shall be paid for all standby alerts from the time a member is personally contacted until he is relieved from duty. Standby alert shall be self-canceling if the member is not contacted and advised of the continuance of the standby alert at the expiration of four (4) hours from the time when the member is contacted, and said member so placed on standby alert shall be compensated four (4) hours.

6. Overtime for Municipal Court appearances shall be paid to members commencing at the time the individual is required to be in court and extending to the end of said member's court cases as verified by the Court Clerk. Said overtime shall be paid only to those members required by the court to appear on their off-duty time. Members who schedule court on their off-duty time will not be compensated. Additionally, reasonable travel time from the Ewing Township Police Headquarters to the particular Municipal Court and back to the Ewing Township Police Headquarters shall be compensated as overtime.

7. Overtime for Grand Jury appearances shall be paid to off-duty members beginning thirty (30) minutes before the subpoena scheduled time and extending thirty (30) minutes after the certified dismissal time as verified by the Prosecutor in charge of the Grand Jury on that particular day. Reasonable travel time to and from Grand Jury from the Ewing Township Police Headquarters shall be considered as overtime.

8. Overtime for Criminal Court appearances shall be paid to off-duty members beginning thirty (30) minutes before the subpoena scheduled time and extending thirty (30) minutes after the certified dismissal time as verified by the trial Prosecutor. Reasonable travel time to and from the aforesaid Criminal Court shall be compensated as overtime.

9. Overtime for job related civil court appearances and subpoenas shall be paid to off-duty members beginning thirty (30) minutes before the subpoena scheduled time and extending thirty (30) minutes after the certified dismissal time as verified by the court. Reasonable travel time to and from the aforementioned civil court shall be compensated as overtime.

10. Overtime records shall be maintained by the Employer. Each member may examine his own record, which will be made available to him at reasonable times.

11. Whenever a year occurs with a 29th day in February then all employees covered by this Agreement shall receive an extra day's compensation at the time and one-half rate. Said payment shall be made not later than the second payroll date in March of that same year.

Section 7.04 - TOURS OF DUTY

The tours of duty shall continue as they are currently in force, except as the Township may from time to time, reasonably alter and change same, providing, however, reasonable notice be given to the members affected, except in case of emergency.

ARTICLE VIII

RULES AND REGULATIONS

Section 8.01

Proposed new rules or modification of existing rules governing working conditions shall be negotiated with the majority representative before they are established. The Chief of Police or his designee will provide the Association President with copies of all the departmental rules and regulations and copies of any new or modified rules or regulations which are promulgated by the Police Department upon promulgation.

Section 8.02

No member of the Association shall be required to perform such activities as carpentry work, masonry work, or plumbing work without the consent of said member.

Section 8.03

A. When a member of the Association is assigned by the Chief of Police or his designee in an acting capacity to perform work of a higher rank, the Employee so assigned in an acting capacity shall be paid at the higher rate of pay from the time he is so assigned in an acting capacity until the completion of his tours of duty in that higher rank.

B. Effective October 1, 1991, whenever two (2) or more employees are working at the same time in the Detective Bureau, absent a Detective Supervisor, then the senior officer shall be paid at the Sergeant's rate of pay.

Section 8.04

The probationary period for all new Officers shall be one year.

Section 8.05

All proposed schedules shall be prepared and posted in the ready room at least thirty (30) days in advance.

Section 8.06

The Township will have the Township physician perform annual physicals and he shall conduct such tests as he deems necessary.

ARTICLE IX

WAGES

Section 9.01

A. Employees covered by this Agreement shall receive base wages as set forth on Appendix B annexed hereto.

B. All Patrolmen appointed Detectives shall receive an additional compensation from the date of said appointment in the amount of Three Hundred Fifty (\$350.00) Dollars per annum prorated.

ARTICLE X

HOLIDAYS

Section 10.01

It is recognized by both parties that Employees of the Police Department may not, by reasons of Departmental business, enjoy paid holidays by not working on those dates. Therefore, in lieu of the holiday itself, each Employee of the Police Department will receive a full day's pay in addition to his regular salary for fourteen (14) holidays.

In the event that the public employer declares a holiday for public employees in addition to the fourteen (14) scheduled holidays, each Employee of the Police Department will receive a full compensation day for the said declared holiday to be taken subject to prior Departmental approval.

Section 10.02

Holiday pay is to be included in the base pay for pension purposes and wage increase purposes for Patrolmen and Detectives. It is not included for overtime purposes. The holiday pay will be paid over the twenty-six (26) pay periods during the course of the calendar year.

Section 10.03

In the event that a disaster or emergency is declared by the

Mayor of Ewing Township and certain Township Employees worked that day and were not released prior to the eight (8) hours of the regular day shift and all other Employees of the Township did not work that day because of a declared disaster or emergency, in that event, those Employees that worked will be given a compensatory day. That day is to be taken at the discretion of the Department Head.

It should also be clearly understood, those Employees who were off on sick leave, vacation, personal time or a regular day off, etc. shall not receive a compensatory day.

The above determination will only effect those Employees who worked their regular shift during the hours the Municipal Building was closed.

ARTICLE XI
FUNERAL LEAVE

Section 11.01

All members of the Association will be allowed the following time off:

a. In the cases of death of Father, Mother, Grandfather, Grandmother, Grandchild, Wife, Son, Daughter, Brother, Sister, Father-In-Law, Mother-In-law, Son-In-Law, Daughter-In-Law, from the date of death until the day of burial inclusive.

b. In the case of death of an Uncle, Aunt, Nephew, Niece, Brother-In-Law, Sister-In-Law, Grandparent of Wife, Cousin of the first degree, Niece or Nephew of an Officer's Wife and Aunt or Uncle of an Officer's Wife, the day of burial only.

Section 11.02

Exceptions to this rule may be made when the deceased is buried in another city and the member would not be able to return to work in time for duty with leave granted.

Section 11.03

Any member absenting himself shall advise his immediate supervisor of the date or dates he will be absent, and, prior to receiving pay for the period of their absence, shall verify in writing the relationship between the deceased and themselves, the

dates on which they were absent, to the Chief of Police, as soon as is practicable upon their return to duty.

ARTICLE XII

VACATION

Section 12.01

All members of the Association are entitled to a leave of absence (annual vacation) each year with pay as follows:

Patrolmen - 21 Working Days

Any member of the Department having served less than twelve (12) months shall only be entitled to one (1) day per month, or fraction thereof. Upon the completion of the twelfth month anniversary date, such member shall be entitled to 1.75 days per month, or fraction thereof, until the following January 1st, at which time vacation computation for such member shall be as provided in the first paragraph hereof. At no time will any such member of the Association be granted more than the allotted twenty-one (21) working days vacation within any given one year period of time.

Section 12.02

In the event a Patrolman or Detective is on vacation and someone in his immediate family dies, the bereavement time that the Patrolman or Detective would be entitled to will be credited to the bereavement and not to vacation.

ARTICLE XIII

LONGEVITY PAY - UNIFORM ALLOWANCE

PBA

Section 13.01

Each Employee by the Agreement, shall, in addition to his regular wages and benefits, be paid a longevity increment based upon years of service with the Township of Ewing, in accordance with the following schedule:

After 5 Years of Service	\$400.00
After 10 Years of Service	\$600.00
After 15 Years of Service	\$825.00
After 20 Years of Service	\$1,025.00
After 24 Years of Service	\$1,425.00

Effective July 1, 1992 the following longevity schedule of benefits shall be in effect:

After 5 Years of Service	\$ 500.00
After 10 Years of Service	\$ 700.00
After 15 Years of Service	\$ 925.00
After 20 Years of Service	\$1,125.00
After 24 Years of Service	\$1,525.00

All Employees who have completed the above required years of service during any quarter of the calendar year shall be paid the beginning of the next quarter the prorated sum of longevity as set forth in the schedule hereinabove.

Longevity shall be paid to full time permanent Employees only and the amount to be paid will be based upon the years of

continuous service with the Township.

The parties hereto agree that longevity pay be included with the base salary for pension purposes solely.

Section 13.02

The Township agrees to provide each Employee covered by this Agreement, except James Jobst, uniform clothing and related items of a value not to exceed Six Hundred Fifty (650.00) Dollars per year.

The clothing allowance shall be payable by January 1st of each calendar year. All new Police Officers shall receive a full basic issue of uniform and equipment provided by the Employer. All Employees who have completed one (1) year of service shall be provided the annual uniform benefits set forth in current practice and procedure.

In addition to the above provision, items of uniform or equipment damaged or destroyed in the course of employment shall be repaired or replaced at the Employer's expense.

With regard to James Jobst, he shall receive uniform clothing and related items of value, not to exceed the sum of Three Hundred Twenty-Five (\$325.00) Dollars. All other contract provisions relating to clothing and related items of value set forth in Section 13.02 shall apply to Dispatcher James Jobst in appropriate proportion.

ARTICLE XIV

HOSPITAL AND MEDICAL INSURANCE

Section 14.01

The Township will provide at the Township's expense hospitalization and medical insurance through the New Jersey State Plan or through any Plan which is substantially equivalent to said Plan to each Employee of the bargaining unit and his dependents covered by this Agreement. Said Plan shall include the following coverage:

a. The Employer will provide hospitalization and medical insurance through New Jersey Blue Cross/Blue Shield under the 14-20 Health Plan, to all Employees, and their dependents covered under this Agreement and defined in the program.

b. Group Major Medical Insurance with at least a Twenty-Five Thousand (\$25,000.00) Dollar limit.

c. The Township of Ewing shall continue prescription drug provision program with hospital service plan of New Jersey. The premium for said program shall be paid for by the Township of Ewing and administered by same. The drug prescription program shall provide benefits to all eligible unit Employees and their eligible dependents. Through the hospital service plan of New Jersey prescription program each prescription required by a competent medical authority for a federal legend drug shall be paid for by the carrier, subject to deductible provisions which shall not

exceed Two Dollars and Fifty (\$2.50) Cents per prescription, and further subject to specified procedures and administrative rules and regulations which are part of the program. Effective August 1, 1991 all retirees who thereafter leave the service of the Ewing Township Police Department would receive a one-half paid retirees medical plan of prescription coverage which would be paid by the Employer.

d. Permanent Employees covered by this Agreement shall be eligible to receive eye care benefits outlined below upon presentation of receipted bills;

Full time Employees and eligible dependents as defined shall be eligible for a maximum payment of Thirty-Five (\$35.00) Dollars or the cost, whichever is less, of an eye examination by an Ophthalmologist or an Optometrist, with not more than one (1) payment per individual every two (2) years.

Full time Employees and eligible dependents as defined shall be eligible for a maximum of Thirty (\$30.00) Dollars towards the cost of prescription optical lenses, with not more than one (1) payment per individual every two (2) years.

The Employee and his dependents (as set forth in the State of New Jersey Health Benefit Program Act) will be eligible for the benefit after the permanent Employee has been continuously employed for a minimum of ninety (90) days.

Section 14.02

The Township of Ewing will provide certain dental benefits to

all eligible unit Employees and their eligible dependents.

There shall be a total of Fifty (\$50.00) Dollars deductible per year for the eligible Employee and his eligible dependents. The Township will pay a total maximum for dental services for the eligible Employee and his eligible dependents in the sum of Four Hundred (\$400.00) Dollars per year above the Fifty (\$50.00) Dollars deductible per year for dental services effective January 1, 1989. The Employee must submit paid receipts for all dental services incurred, and must complete and sign vouchers for the dental services to qualify for payment by the Township of Ewing.

The Employee and his dependents (as set forth in the State of New Jersey Health Benefit Program Act) will be eligible for this benefit after the permanent Employee has been continuously employed for a minimum of ninety (90) days.

Examples: (1) The eligible Employee and his eligible dependents incurred and expended a total sum of One Hundred Fifty (\$150.00) Dollars towards dental services; the Employee would receive One Hundred (\$100.00) Dollars from the Township of Ewing. (2) The eligible Employee and his eligible dependents incurred and expended a total sum of Five Hundred (\$500.00) Dollars for dental services; the Employee would receive a total sum of Four Hundred (\$400.00) Dollars from the Township of Ewing.

ARTICLE XV
GRIEVANCE PROCEDURE

Section 15.01

1. The purpose of this procedure is to secure at the lowest possible level, equitable solutions to the problems which may arise affecting the terms and conditions of this Agreement. The parties agree that this procedure will be kept as informal as may be appropriate.

2. Nothing herein contained shall be construed as limiting the right of any Employee having a grievance to discuss the matter informally with any appropriate member of the Township.

Section 15.02 - DEFINITION

The term grievance shall mean an allegation that there has been:

1. A breach, misinterpretation or improper application of the terms of this Agreement; or

2. A claimed violation, misinterpretation, or misapplication of rules and regulation, existing policy or order applicable to the Agency or Department which employs the grievant which shall be limited to those matters affecting the terms and conditions of employment.

Section 15.03 - STEPS OF THE GRIEVANCE PROCEDURE

The following constitute the sole and exclusive method of solving grievances covered by this Agreement:

Step One. The President, with or without the aggrieved party, shall take up the grievance or dispute with the Employee's immediate supervisor within twenty-five (25) days of the date of the occurrence of the grievance. The supervisor shall attempt to adjust the matter and shall respond to the President within three (3) working days. If the grievance or dispute is not taken up in accordance with this provision within twenty-five (25) days of its occurrence or within twenty-five (25) days upon learning of the existence of the alleged grievance or dispute, it shall be deemed abandoned. In the event that the Employee has a grievance against his supervisor, Step One can be waived and the Employee can proceed immediately to the step over the Supervisor in question.

Step Two. If the grievance has not been settled, it shall be presented in writing to the Captain designated by the Chief within five (5) days after the Sergeant's response is due. The Captain designated by the Chief will respond to the President in writing within three (3) days. If the grievance is not presented in writing in accordance with this stipulation within five (5) days, it shall be deemed abandoned.

Step Three. If the grievance has not been settled, it shall be presented in writing to the Chief of Police within five (5) days after the Captain designated by the Chief's response is due. The Chief of Police shall respond to the President in writing within

three (3) days. If the grievance is not presented in writing within five (5) days, it shall be deemed abandoned.

Step Four. If the grievance shall remain unadjusted, it shall be presented to the Township Committee in writing seven (7) days after the response from the Chief of Police. The Township Committee will respond to same in writing within twenty-five (25) days. If the grievance is not presented in writing within seven (7) days, it shall be deemed abandoned.

Step Five. If the grievance is still unsettled, the Association may, within fifteen (15) days after the reply of the Township Committee, request binding arbitration except for disciplinary matters, which may be heard by the Civil Service Commission. In the event binding arbitration is not requested within fifteen (15) days, the grievance shall be deemed abandoned and the matter may not then thereafter be arbitrated.

The binding arbitration proceeding shall be conducted by an arbitrator to be selected by the Employer and the Association within seven (7) days after notice has been given. If the parties fail to select an arbitrator, then one or both of the parties shall request the Public Employment Relations Commission or the State Board of Mediation to provide an arbitrator pursuant to the procedure set forth by the Agency.

The aforesaid binding arbitration shall be binding upon the parties. The arbitrator shall be requested to issue his decision within thirty (30) days after the conclusion of testimony and argument. It is intended by this provision to give an Employee the

option to appeal his case under the Civil Service rules and regulations and through Civil Service procedures or binding arbitration, but not both. It is not intended to change, modify or alter in any fashion the Civil Service rules and regulations, but in effect only to give additional alternative remedy to the Employee. A grievant must elect to proceed under either binding arbitration or Civil Service, not both. It is understood by the parties that disciplinary matters covered by Civil Service are proscribed from the final step of binding arbitration.

Expenses for the arbitrator's services and the proceedings shall be borne equally by the Employer and the Association. If either party desires a verbatim record of the proceedings, it may cause such a record to be made, providing it pays for the record and makes copies available, without charge, to the other party and to the arbitrator.

The only grievance or disputes which may be submitted for binding arbitration shall be those arising out of the meaning, application and interpretation of the provisions of this Agreement. The arbitrator shall have no power to add to or subtract from or modify any of the terms of this Agreement.

ARTICLE XVI

TERM

Section 16.01

This Agreement shall be effective as of the first day of January, 1991 and shall remain in full force and effect until midnight of June 30, 1993. Negotiations concerning any renewal or replacement hereof shall commence on March 15, 1993 by and between the parties hereto by notice by either party served, regular mail, upon the other. This Agreement shall remain in full force and effect during the period of negotiations, until notice of termination of this Agreement is provided to the other party.

ARTICLE XVII
INDEMNIFICATION

Section 17.01

The Township does hereby agree to provide Police Professional Liability insurance in an unlimited amount through the Township's Self-Insurance program and/or a Liability Insurance Policy.

Section 17.02

Employer shall, at no cost to the member, repair or replace at the Employer's option any personal equipment or property of the member damaged or broken as a result of the activities of a member in the line of duty as a Ewing Township Police Officer up to a sum not to exceed One Hundred Fifty (\$150.00) Dollars. It shall be the responsibility of the member to provide sufficient and adequate verification of said loss or damage and value of his loss or damaged goods as soon as possible after said loss or damage occurs.

ARTICLE XVIII

RETIREMENT BENEFITS

Section 18.01

1. The Employer agrees to continue to provide retirement benefits as are presently in effect at its cost and expenses.

2. UNUSED SICK LEAVE-RETIREMENT

Permanent Employees in the unit who enter regular retirement after twenty-five (25) years of service, or retire due to permanent disability as determined by the Division of Pensions of the State of New Jersey, and have to his or her credit any earned and unused accumulative sick leave, which sick leave shall be solely the twelve (12) days per calendar year set forth in the Contract and not the two hundred fifty-one (251) days base sick days set forth in the Contract, shall be entitled to receive supplemental compensation for each earned and unused accumulative sick leave as defined above.

With regards to regular retirements, the supplemental compensation to be paid shall be computed at rate of one-half ($\frac{1}{2}$) of the eligible Employee's daily rate of pay for each day of the earned and unused accumulated sick leave based upon the average annual compensation received during the last year of his employment prior to the effective date of his retirement, provided, however, that no such supplemental compensation shall exceed Twelve Thousand (\$12,000.00) Dollars for a retirement. This supplemental

compensation shall be paid in a lump sum within sixty (60) days of retirement if the Employee has given at least six (6) months notice of retirement.

With regards to permanent disability retirement, the supplemental compensation to be paid shall be computed at the rate of one-half ($\frac{1}{2}$) of the eligible Employee's daily rate of pay for each day of the earned and unused accumulated sick leave based upon the average annual compensation received during the last year of his/her employment prior to the effective date of his/her retirement, provided, however, that no such supplemental compensation shall exceed Twelve Thousand (\$12,000.00) Dollars for a retirement, and provided further, that the accumulative sick time payment for disability shall be calculated by determining a regular retirement sick payment and multiplying that figure by a fraction with the numerator being the Employee's full years of service and the denominator being twenty-five (25) years. Additionally, the payment to a disability retiree shall not exceed a sick leave buy back payment due under regular retirement sick leave buy back. This supplemental compensation shall be paid in a lump sum within sixty (60) days of retirement if the Employee has given at least six (6) months notice of retirement.

With regard to an Employee who dies, if any permanent Employee of the unit shall die who is a member of the Department and have to his/her credit any earned and unused accumulated sick leave, which sick leave shall be solely the twelve (12) days per calendar year set forth in the Contract and not the two hundred fifty-one (251)

days base sick days set forth in the Contract, then the deceased member's immediate family shall be entitled to receive supplemental payment for such earned and unused accumulated sick leave as defined above. Immediate family shall mean spouse, and if there be no spouse then living children, in equal shares, and if no living children then parents of decedent, in equal shares, and if no living parent then to living grandchildren of decedent, in equal shares. Payment to be made shall be computed at the rate of one-half ($\frac{1}{2}$) of the eligible Employee's daily rate of pay for each day of the earned and unused accumulated sick leave based upon the average annual compensation received during the last year of his/her employment prior to death, provided that no such supplemental compensation shall exceed Twelve Thousand (\$12,000.00) Dollars for a death to be paid to the estate eight (8) months after the death of the Employee.

For a permanent Employee to be entitled to unused sick leave payment, he must have, in addition to the two hundred fifty-one (251) base sick days, some unused accumulated sick leave.

Examples as to regular sick leave buy back:

(a) Employee has two hundred fifty-one (251) base sick days, plus fifty (50) unused sick days, he would be entitled to be compensated for one-half ($\frac{1}{2}$) of the unused fifty (50) sick days up to the sum of Twelve Thousand (\$12,000.00) Dollars.

(b) Employee has two hundred (200) base sick days, and no unused accumulated sick leave, he would not be entitled to any compensation for unused sick leave.

(c) Employee has one hundred fifty-one (151) base sick leave and one hundred fifty (150) unused accumulated sick leave, one hundred (100) of his accumulated sick leave would have to be added to the one hundred fifty-one (151) base sick days to arrive at two hundred fifty-one (251) base sick days, which would leave the Employee with fifty (50) unused accumulated sick leave, and he would be entitled to one-half ($\frac{1}{2}$) of those fifty (50) days compensation up to the maximum of Twelve Thousand (\$12,000.00) Dollars.

Example as to disability sick leave buy back:

(a) Employee has two hundred fifty-one (251) base sick days, plus fifty (50) unused sick days, and twenty (20) full years of service; he would be entitled to be compensated for one-half ($\frac{1}{2}$) of the unused fifty (50) sick days times four-fifths ($\frac{4}{5}$) up to the sum of Twelve Thousand (\$12,000.00) Dollars.

(b) Employee has two hundred (200) base sick days, and no unused accumulated sick leave, and twenty (20) full years of service, he would not be entitled to any compensation for unused sick leave.

(c) Employee has one hundred fifty-one (151) base sick leave and one hundred fifty (150) unused accumulated sick leave, and twenty (20) full years of service, one hundred (100) of his accumulated sick leave would have to be added to the one hundred, fifty-one (151) base sick days to arrive at two hundred fifty-one (251) base sick days, which would leave the Employee with fifty (50) unused accumulated sick leave, and he would be entitled to

one-half ($\frac{1}{2}$) of those fifty (50) days times four-fifths ($\frac{4}{5}$) for compensation up to the maximum of Twelve Thousand (\$12,000.00) Dollars.

3. The Employer will pay the premium for Blue Cross and Blue Shield coverage for a permanent Employee and his dependents, the dependents as defined in the State of New Jersey Health Benefit Program, after the permanent Employee has retired, up to the date of the retired Employee's death, provided said permanent Employee retired after twenty-five (25) years or more of service credited in such retirement systems, or those permanent Employees who retired on disability based on fewer years of service credited in such retirement system and must meet all other criteria as set forth by Chapter 80.

ARTICLE XIX
REPRESENTATION OF MEMBERS

Section 19.01

1. Whenever an Employee is a defendant in an action or legal proceeding arising out of or incidental to the performance of his duty, the Employer shall provide the Employee with necessary means for the defense of such action and proceedings, but not for his defense in a disciplinary action instituted against him by the Employer or in a criminal proceeding instituted against him as a result of a complaint on behalf of his Employer. If any disciplinary action or criminal proceeding instituted by or on complaint of the Employer shall be dismissed or finally be determined in favor of the Employee, the Employer shall reimburse the Employee for the expense of his defense. In any criminal proceeding instituted against the Employee arising out of or incidental to the performance of his duties, the Employee shall have the right to secure independent counsel, subject to the approval of the Employer, as to the attorney retained and the fees to be charged, which approval shall not be unreasonably withheld.

In the event that the Employee fails to obtain the approval of the Employer as to the fee to be charged by the attorney and the attorney to be retained, then in that event the fee for the attorney will be the sole responsibility of the Employee.

(a) The parties have agreed to the following:

(1) In disciplinary actions brought by the Employer against the Employee, and the Employee subsequently prevails, the Employer will reimburse the Employee for the legal expenses of his defense at the rate of Seventy-Five (\$75.00) Dollars per hour.

(2) In matters where the Employee is the defendant in an action or legal proceeding arising out of or incidental to the performance of his/her duty, the Employer shall pay the sum of Seventy-Five (\$75.00) Dollars per hour for legal fees in the Employee's defense for such time as is required for the Employee's defense.

(3) In all matters where the Employee's attorney is requesting payment, the Employee's attorney is required to submit a line item affidavit of services to the Township in order to be paid under Article XIX.

ARTICLE XX
IN-SERVICE TRAINING

Section 20.01

The Township of Ewing will compensate the Employee, at the rate of Eighteen (\$.18) Cents per mile, for the Employee's use of his own motor vehicle in attending schooling and in-service training which schooling and in-service training is required by the Police Department.

Section 20.02

The Township of Ewing will pay the sum of Two Hundred Fifty (\$250.00) Dollars annually to the Police Officer who has received an AA Degree with a major in law enforcement and/or criminal justice. The Township of Ewing will pay the sum of Four Hundred Fifty (\$450.00) Dollars annually to the Police Officer who has received a Bachelor's Degree with a major in law enforcement and/or criminal justice. In no case is the Police Officer to receive more than Four Hundred Fifty (\$450.00) Dollars annually, and the sum is in addition to the salary as set forth in Article IX.

ARTICLE XXI

DEATH BENEFITS

Section 21.01

In the event of a death of an active member of the Association, his unused vacation and holiday pay for that calendar year is to be paid to his heirs or next of kin.

ARTICLE XXII

BENEFITS FOR DISPATCHER JAMES JOBST

Section 22.01

Dispatcher James Jobst shall receive wage increases as set forth in Appendix B annexed hereto, exclusive of overtime, longevity and holiday pay.

Section 22.02

Dispatcher James Jobst's conditions of employment and benefits will be the same as all other civilian Employees of the Township of Ewing which consist of vacation plan, longevity plan, holiday pay and health and benefits plan, except dental plan, which shall be as set forth in Section 14.02 hereof.

ARTICLE XXIII
CIVIL SERVICE RIGHTS

Section 23.01

The parties agreed that notwithstanding the terms as set forth in this contract that the Employees who are members of the bargaining unit have not in any way waived and the Township agrees that they have not waived any rights that the Employees may have under Civil Service regulations, statutes and laws.

ARTICLE XXIV

PERSONAL DAYS

Section 24.01

Employees covered by this Agreement shall be entitled to three (3) days leave of absence with pay for personal business. Said leave shall not be taken unless forty-eight (48) hours notice thereof has been given to the Chief of Police or his designee. In the event that less than forty-eight (48) hours notice is given, said leave may be taken only upon authorization by said Chief of Police or his designee. The Township reserves the right to deny request for personal days as conditions warrant, but authorization shall not be unreasonably withheld.

Section 24.02

Employees in their first calendar year of employment shall be entitled to a pro-rated share of personal days, however there shall be not less than one (1) day in that first calendar year.

ARTICLE XXV
SAFETY COMMITTEE

Section 25.01

The PBA will have a PBA representative on the Employer-Employee Safety Committee.

ARTICLE XXVI

MEAL ALLOWANCE

Section 26.01

In the event that an employee covered by this Agreement works twelve (12) continuous hours in a twenty-four (24) hour work day, then he will be permitted a meal allowance up to the sum of Eight (\$8.00) Dollars upon presentation of receipted bill and voucher.

ARTICLE XXVII

PRINTING OF AGREEMENT

Section 27.01

The Township of Ewing will reproduce this Agreement in sufficient quantities so that each Employee in the bargaining unit may receive a copy plus additional copies for distribution to Employees hired during the term of the Agreement. The method of reproduction will be at Township of Ewing's discretion.

ARTICLE XXVIII

LAY-OFFS

Section 28.01

In the event there is a need for lay-offs, applicable Civil Service rules shall apply setting forth lay-off and recall procedures.

Section 28.02

The appointing authority may lay-off an Employee in the classified service for purposes of efficiency or economy or other valid reason requiring a reduction of the number of Employees in a given class.

Section 28.03

1. No permanent Employee shall be laid off until all emergency, temporary and provisional Employees and all probationers who are serving their working test period holding positions in the same class in the organization unit are separated; nor shall a permanent Employee be laid off except in accordance with the procedures as prescribed in the Civil Service Rules.

2. Whenever possible each Employee shall be demoted in lieu of layoff to some lesser office or position in the same organization unit as determined by the Chief Examiner and Secretary of Civil Service.

Section 28.04

1. Whenever there are two (2) or more permanent Employees in the class from which layoff or demotion in lieu of layoff is to be made, Employee in that class with an unsatisfactory performance rating for the twelve (12) month period immediately preceding the layoff or demotion shall be in the first laid off or demoted.

2. Layoff or demotion for all other Employees in the class shall be as follows:

(a) Layoff or demotion of permanent Employees shall be in the order of seniority in the class, the person or persons last appointed will be the first laid off or demoted.

(b) In all cases where there are Employees who are veterans, a disabled veteran or a veteran shall be retained in that order, in preference to a non-veteran having equal seniority in his or her class.

Section 28.05

1. No permanent Employee in the classified service or Employee serving a working test period after regular appointments shall be laid off or demoted in lieu of layoff until he shall have been given notice in writing, personally or by certified mail, of the date which he will be laid off or demoted and the reasons for the action. Such notice shall be served at least forty-five (45) days before the layoff or demotion becomes effective and a copy of such notice must be sent to the Civil Service Department at the same time.

2. An Employee who shall be laid off or demoted in lieu of

layoff shall have the right of appeal to the Civil Service Commission provided such appeal is received by the Civil Service Commission within twenty (20) days after the date of receipt of notice.

Section 28.06

1. The Chief Examiner and Secretary of Civil Service Commission, shall after receipt of the notice, determine the demotional and re-employment rights of the Employees to be laid off or demoted and within a reasonable time not to exceed forty-five (45) days notify the Employee and the appointing authority of such rights.

2. The name of any Employee laid off or demoted in lieu of layoff shall be placed on a special re-employment list for the position from which he has been laid off or demoted.

3. When an office or position of the same or comparable duties and responsibilities to that previously held by the Employee is to be filled in the same organization unit, his name shall be certified from the special re-employment list for appointment.

4. If a comparable position in any other unit is to be filled by appointment from an open competitive eligible list, or a regular re-employment list, the name of the Employee on the special re-employment list shall be certified before using the open competitive list or a regular re-employment list.

ARTICLE XXIX

RETROACTIVITY

Section 29.01

All rights, privileges, benefits, salaries, duties and obligations herein shall be in force nunc pro tunc and retroactive to January 1, 1991.

ARTICLE XIX

PERSONNEL FILES

Section 30.01

An Employee, by request for appointment, and with the approval of the immediate supervisor, shall have access to examine his/her own personnel file during office hours, at a reasonable time set by management.

The Employee may respond in writing to any documents in his/her file, and said response shall become part of the personnel file but shall not be binding upon management.

The Employee will be given copies of disciplinary action taken against him/her, commencing with written reprimands.

ARTICLE XXXI
MILITARY LEAVE

Section 31.01

Leave for military purpose shall be granted to the Employee in accordance with New Jersey Civil Service rules and/or New Jersey Statutes.

ARTICLE XXXII

MATERNITY LEAVE

Female Police Officers shall advise the employer in writing of a pregnancy. The rights of a female police officer shall include but not be limited to the following provisions:

1. The female police officer shall be permitted to work as a police officer so long as such work is permitted by a doctor's note. The female police officer's assignments shall be at the discretion of the Chief of Police. The doctor shall be a physician of the female police officer's own choosing. However, the Employer reserves the right to require the female police officer to be examined by and approved for duty by the Township Physician.

2. In addition to the other provisions of this Article, the female police officer shall be permitted to use accumulated sick time, compensatory time off and any other accumulated time benefits which she may have during the period of her pregnancy and the period following childbirth. Any request for such use shall be in accordance with established departmental policy regarding requests for use of time benefits. Nothing contained herein is intended to allow the female police officer the use of the 251 sick leave bank unless said female police officer has qualified for the use of the 251 bank in accordance with Section 5.01 of the contract.

3. In addition, a female employee with one (1) year or more of service shall be granted, on 30 days written notice, maternity leave without pay for up to six (6) months duration and shall be

returned to work without loss of prior seniority, or prior benefits, provided that she notifies the Chief of Police in writing no later than after three (3) months of leave that she intends to return to work.

4. The female police officer shall be entitled to all benefits normally provided to police officers on active duty during maternity leave provided for in this Article, consistent with applicable laws and regulations relating to employee benefits.

5. Upon return to active duty status, the female police officer shall be entitled to be placed in the same position (patrol or detective) which she held before departing on maternity leave.

ARTICLE XXXIII

DEPARTMENTAL INVESTIGATIONS

In an effort to insure that departmental investigations are conducted in a manner which is conducive to good order and discipline, the following rules are hereby adopted:

1. The interrogation of a member of the PBA shall be at a reasonable hour, preferably when the member of the PBA is on duty, unless the exigencies of the investigation dictate otherwise.
2. The interrogations shall take place at a location designated by the Chief of Police. Usually it will be at the Office of the Chief or the location where the incident allegedly occurred.
3. The member of the PBA shall be informed of the nature of the investigation before any interrogation commences. Sufficient information to reasonably apprise the members of the allegations should be provided. If it is known that the member of the PBA is being interrogated as a witness only, he should be so informed at the initial contact.
4. The questioning shall be reasonable in length. Fifteen (15) minutes time shall be provided for personal necessities, meals, telephone calls, and rest periods at the end of every two (2) hours.
5. The member of the PBA shall not be subject to any offensive language, nor shall he be threatened with transfer, dismissal or other disciplinary punishment. No promise of reward shall be made as an inducement to answering questions..
6. At every state of the proceedings, the Department shall afford an opportunity for a member of the PBA, if he so requests, to consult with counsel and/or

his PBA representative before being questioned concerning a violation of the rules and regulations during the interrogation of a member of the PBA, which shall not delay the interrogation beyond one (1) hour for consultation with the PBA representative.

7. In cases other than departmental investigations, if a member is under arrest or if he is a suspect or the target of a criminal investigation, he shall be given his right pursuant to the current decisions of the United States Supreme Court.
8. Nothing herein shall be construed to deprive the Department or its officers of the ability to conduct the routine and daily operations of the Department.
9. No employee covered by this Agreement shall be subjected to any urinalysis or blood screening unless one of the two (2) circumstances exist: (1) Where the employer has probable cause to suspect that there is a job-related individualized impact with respect to the specific employee being tested. (2) Where the urinalysis or blood testing is done as part of a bona fide annual physical examination which is done for the entire Police Department.
10. Under no circumstance shall the employer offer or direct the taking of a polygraph examination by this Agreement.

ARTICLE XXXIV

SEPARABILITY AND SAVINGS

Section 32.01

If any provisions of the Agreement shall be held invalid by operation of law or by tribunal or competent jurisdiction including but not limited to the New Jersey Department of Civil Service or if compliance with or enforcement of any provisions should be restrained by such tribunal pending final determination as to its validity, such provision shall be inoperative but all other provisions of this Agreement shall not be affected thereby and shall continue in full force and effect.

ARTICLE XXXV

SIGNATURES

Section 33.01


The parties agree that they have fully bargained and agree upon all terms and conditions of employment and incorporates the complete and final understanding and settlement by the parties of all bargainable issues which were or could have been the subject to negotiations.

IN WITNESS WHEREOF, we have hereunder set our hands and seals the date and year first hereinabove written.


Witness


Township of Ewing


Witness


Policemen's Benevolent
Association, Local No. 111

APPENDIX A

HOURS OF "WORK" FORMULA

2nd Year Plus Employee

$$(40 \times 52) - (21 \times 8) = 1912$$

1st Year Employee

$$(40 \times \frac{52 \times \text{weeks worked}}{52}) - (8 \times \frac{12 \times \text{months worked}}{12})$$

Example - June 1 Hire

$$\begin{array}{rcl} (40 \times (52 \times 30/52)) - (8 \times (12 \times 7/12)) & = & \\ 1200 & - & 56 \\ & & = 1144 \text{ hours to 12/28} \end{array}$$

$$\begin{array}{rcl} (40 \times (52 \times 22/52)) - (8 \times (12 \times 5/12)) & = & \\ 880 & - & 40 \\ & & = 840 \text{ hours to 5/31} \end{array}$$

-66 AF
-61-



APPENDIX B

WAGE GUIDE

	Eff. <u>1/1/91</u> 4%	Eff. <u>7/1/91</u> 3%	Eff. <u>1/1/92</u> 4%	Eff. <u>7/1/92</u> 3½%	Eff. <u>1/1/93</u> 4%
Patrolman:					
Up to One (1) Yr.	\$29,392	\$30,274	\$31,485	\$32,587	\$33,890
2nd Yr. & Over	35,764	36,837	38,310	39,651	41,237
3rd Yr. & Over	38,199	39,345	40,919	42,352	44,047
4th Yr. & Over	40,640	41,860	43,535	45,059	46,862
5th Yr. & Over	43,392	44,694	46,482	48,109	50,034
Radio Dispatcher (Full Time) (Hourly Rate)	14.73	15.17	15.77	16.33	16.98